

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
(Norfolk Division)

UNITED STATES OF AMERICA, for the  
use and benefit of FOUR C CONSTRUCTION,  
INC.

Plaintiff,

v.

TRAVELERS CASUALTY and SURETY  
COMPANY OF AMERICA

SERVE: Corporation Service Company  
Bank of America Center  
16<sup>th</sup> Floor  
1111 East Main St.  
Richmond, VA 23219

Defendant.

Civil Action No.: 2:16cv241

**COMPLAINT**

Plaintiff, the United States of America, for the use and benefit of Four C  
Construction, Inc. states its Complaint as follows:

1. This Court has jurisdiction over this matter pursuant to The Miller Act, 40 U. S. C. §§ 3133, et. seq.
2. The contract that is the subject of this action was entered into and partially performed in Norfolk, Virginia, which is within the venue limits of the Eastern District of Virginia, Norfolk Division.
3. Four C Construction, Inc. (hereafter "Four C") is a corporation incorporated under the laws of the Virginia having its principal place of business in Chesapeake, Virginia.

4. Travelers Casualty and Surety Company of America (hereafter “Travelers”) is a compensated corporate surety licensed to do business in the Commonwealth of Virginia.

5. McKenzie Construction Corporation (hereafter “McKenzie”) entered into a contract with the United States of America to perform certain improvements on a contract known as Harvey Point Administration Complex, Contract Number B12-2012245G002 dated September 7, 2012 (hereafter the “Prime Contract”).

6. On or about September 12, 2012, a payment bond was posted on the Prime Contract pursuant to the Miller Act, a copy of which is attached hereto as Exhibit A, binding Travelers as surety promising to make prompt payment to all persons supplying labor and material in the prosecution of the work provided for on the Prime Contract (hereafter the “Payment Bond”).

7. Thereafter, McKenzie entered into a subcontract with Four C in which Four C agreed to perform a part of the work of the Prime Contract (hereafter the “Subcontract”).

8. Four C has furnished labor and materials under its Subcontract with McKenzie, with changes thereto, and is owed the sum of \$193,255.23, a part of which sum has been due and owing since May, 2015.

9. Four C, having furnished labor and materials to the Subcontract and Prime Contract, is in that class of persons having claims for labor and materials furnished to the Subcontract and Prime Contract under the September 12, 2012 Payment Bond provided by Travelers.

10. Defendant, Travelers is liable under its Payment Bond dated September 12, 2012 to Four C for labor and materials furnished by Four C to the Subcontract and Prime Contract in the amount of \$193,255.23.

11. More than 90 days, but less than one year, has elapsed since Four C last furnished labor and materials to the Project.

12. Despite demand, Travelers has failed and refused to pay any of the \$193,255.23 balance due and owing to Four C for labor and materials provided to the Subcontract and Prime Contract.

13. All statutory and contractual preconditions and prerequisites to the filing and maintenance of this suit, and to Four C's recovery of the \$193,255.23 due and owing for labor and materials provided to the Subcontract and Prime Contract, have been complied with, satisfied or waived.

WHEREFORE, Plaintiff Four C Construction, Inc. moves the court for judgment against the defendant, Travelers Casualty and Surety Company, in the amount of \$193,255.23 plus pre and post judgment interest and costs expended herein.

UNITED STATES OF AMERICA, for the use and  
benefit of Four C Construction, Inc.

By

Of Counsel

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